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*Suzanne Henderson*

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**FIRST AMENDMENT TO OIL, GAS AND MINERAL LEASE**

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Mellon Properties Company, a Louisiana corporation (hereafter "Lessor") and Dale Resources, L.L.C. entered into that certain Oil, Gas and Mineral Lease dated September 6, 2006, as evidenced by that certain Memorandum of Oil, Gas and Mineral Lease recorded as Instrument Number D206343555 of the Official Public Records of Tarrant County, Texas (the "Lease");

WHEREAS, Dale Resources, L.L.C. assigned the Lease to Chesapeake Exploration Limited Partnership, now known as Chesapeake Exploration, L.L.C. (hereafter "Lessee"), by that certain Conveyance dated December 1, 2006, and recorded as Document #D206409245 in the Official Records of Tarrant County, Texas;

WHEREAS, Lessor and Lessee desire to amend the Lease as provided for below.

NOW, THEREFORE, for and in consideration of the payment of Ten Dollars cash (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree to amend the Lease as follows:

1. All of Paragraph 4 of the Lease is hereby deleted in its entirety. In lieu thereof, the following language is substituted so that Paragraph 4 of the Lease shall hereinafter read as follows:

"4. **POOLING**. Notwithstanding the acreage limitations in paragraph 6 below, Lessee shall have the right on or before the end of the primary term of this Lease to pool all, and not less than all, of the Leased Premises with other land or lands into Lessee's proposed Larry Legend pooled unit covering no more than Three Hundred and Fifty (350) surface acres, but extending only to those depths underlying the surface boundaries of the pooled unit located within the Barnett Shale Formation, for the drilling of one or more horizontal wells. Lessee shall have no other right to pool the Leased Premises without the prior written consent of Lessor, which may not be unreasonably withheld. The term "horizontal well" shall mean a well in which the horizontal component of the gross completion interval in the reservoir exceeds one thousand (1000) feet in length. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations or the existence of a well capable of producing oil or gas anywhere on a pooled unit which includes all or any part of the Leased Premises shall be treated as if it were production, drilling or reworking operations or a well capable of producing oil or gas on the Leased Premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net mineral acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall, without the joinder of Lessor, have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, but not so that the unit exceeds three hundred fifty (350) acres without Lessor's consent; provided however, Lessee shall have no right to remove any of the Leased Premises from an existing pooled unit without the prior written consent of the Lessor. In making

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such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. If the relative acreage contributions of the tracts in the unit are changed by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. If Lessee deems it advisable in order to promote further development of any part of a unit area, or if production from the unit has ceased, Lessee may terminate the unit by filing of record a written declaration describing the unit and the effective date of termination shall be the date of filing unless provided otherwise in such declaration. Pooling hereunder shall not constitute a cross-conveyance of interests.”

2. In the event of a conflict between the terms and provisions of this amendment and the terms and provisions of the Lease, the terms and conditions of this amendment shall prevail as to the extent of such conflict. By executing this amendment, the Current Lessor acknowledges that the Lease is in full force and effect, and ratifies the Lease as to all of its terms including those contained herein.

3. The Lease, as amended herein, shall be binding upon Lessor and Lessee and their heirs, legal representatives, successors and assigns.

4. This amendment may be signed in any number of counterparts, each of which shall be considered an original for all purposes, with the same effect as if the signatures thereto and hereto were upon the same instrument.

*[signatures on following page]*

Executed this 5 day of June, 2008, but effective for all purposes as of September 6, 2005.

GRANTOR:

GRANTEE:

MELLON PROPERTIES COMPANY, a Louisiana corporation

CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma limited liability company

By: [Signature]

By: [Signature]

Its: Vice President

Its: Senior Vice-President, Land and Legal & General Counsel

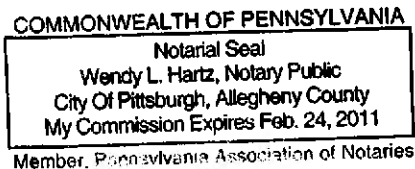
Printed Name: Dennis Joyce

Printed Name: Henry J. Hood

ACKNOWLEDGMENT

STATE OF Pennsylvania §  
COUNTY OF Allegheny §

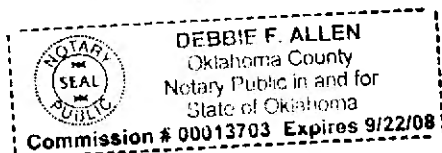
This instrument was acknowledged before me on this 5<sup>th</sup> day of June, 2008, by Dennis Joyce as Vice President of Mellon Properties Company, a Louisiana Corporation, on behalf of said corporation.



Wendy L. Hartz  
Notary Public, State of Pennsylvania

STATE OF Oklahoma §  
COUNTY OF Oklahoma §

The instrument was acknowledged before me on this 1<sup>st</sup> day of August, 2008, by Henry J. Hood, as Senior Vice President-Land & Legal and General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, on behalf of said company.



Debbie F. Allen  
Notary Public, State of Texas